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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

AT EUGENE

**WILLIAM J. PAATALO,**

**PLAINTIFF,**

v.

**WASHINGTON MUTUAL BANK, F.A.  
JPMORGAN CHASE BANK NA,**

**DEFENDANTS.**

Case No. 15-cv-01420-AA

**DEFENDANT'S RESPONSE TO  
PLAINTIFF'S STATEMENT OF  
UNCONTROVERTED FACTS**

In connection with his motion for summary judgment, Plaintiff filed a "Statement of Uncontroverted Facts." Dkt. No. 22-2. Such a statement is no longer a part of the summary

judgment process, unless ordered by the Court. LR 56-1. The Court has entered no such order. Moreover, little discovery has occurred in this matter, and Plaintiff's "Statement of Uncontroverted Facts" is supported only by Plaintiff's own affidavit. Accordingly, the Court should disregard Plaintiff's "Statement of Uncontroverted Facts." To avoid any claim of waiver, however, defendant JPMorgan Chase Bank, N.A. ("Chase") hereby submits the following response to plaintiff's Statement of Uncontroverted Facts:

1. Chase denies that at all times 400 East 3rd Street, Yachats, OR 97498 ("Property") was Plaintiff's primary residence. Chase otherwise accepts Paragraph 1.
2. Chase accepts that in or about September 2007, Washington Mutual Bank, F.A. ("WaMu") agreed to increase Plaintiff's then-existing equity line of credit, Loan No. XXXXXX3220, by approximately \$45,000.00. Chase otherwise denies Paragraph 2.
3. Chase accepts that after the equity line of credit was increased in or about September 2007, Plaintiff raised certain disputes with WaMu and that at least some of those disputes related to application of payments and to credit reporting. Chase otherwise denies Paragraph 3.
4. Chase denies Paragraph 4.
5. Chase denies Paragraph 5.
6. Chase denies Paragraph 6.
7. Chase denies Paragraph 7.
8. Chase denies Paragraph 8.
9. Chase accepts that Plaintiff filed a lawsuit against WaMu and others in the United States District Court for the District of Oregon in or about July 15, 2008, as Case No. 6:08-cv-06216-AA. Chase otherwise denies Paragraph 9.
10. Chase accepts that on September 25, 2008, the Federal Deposit Insurance Corporation ("FDIC") was appointed the Receiver for WaMu, and that under Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), 12 U.S.C. § 1811, *et*.

*seq.*, all claims Plaintiff had against WaMu had to be brought against the FDIC. Chase otherwise denies Paragraph 10.

11. Chase denies Paragraph 11.

12. Chase accepts that a “Notice of Default and Election to Sell” was recorded in Lincoln County, Oregon as Document Number 2009-03840. That document speaks for itself. Chase otherwise denies Paragraph 12.

13. Chase accepts that documents, including a “Notice of Foreclosure” and “Trustee’s Notice of Sale,” were recorded in Lincoln County, Oregon as Document Number 2009-08941. Those documents speak for themselves. Chase otherwise denies Paragraph 13.

14. Chase accepts that a Trustee’s Deed dated August 20, 2009 and recorded in Lincoln County, Oregon as Document Number 2009-09840 issued to Chase. That document speaks for itself. Chase otherwise denies Paragraph 14.

15. Chase accepts that Chase filed a unlawful detainer action against Plaintiff on or about October 14, 2010 in the Circuit Court for the State of Oregon in the Lincoln County as Case No. 103837 and that Plaintiff filed counterclaims in that action. Chase accepts that Plaintiff recorded a “Notice of Lis Pendens” on February 14, 2011 in Lincoln County, Oregon as Document Number 2011-01633. That document speaks for itself. Chase otherwise denies Paragraph 15.

16. Chase denies Paragraph 16.

17. Chase accepts that it sold the Property on or about July 12, 2011 for \$285,000.00 and that Plaintiff had not recorded a Release of Lis Pendens as of that time. Chase otherwise denies Paragraph 17.

18. Chase accepts that Plaintiff sent a letter dated April, 21 2015 purporting to “memorialize” an alleged prior rescission. That letter speaks for itself. Chase otherwise denies Paragraph 18.

19. Chase accepts that the Lis Pendens “remains on the title to the Property” insofar as, to Chase’s knowledge, Plaintiff has not recorded a Release of Lis Pendens. Chase accepts that it did not send Plaintiff a direct response to Plaintiff’s April 21, 2015 letter purporting to “memorialize” an alleged prior rescission. Chase otherwise denies Paragraph 19.

Chase does not set forth herein a Statement of Additional Facts because no such statement is required. Relevant additional facts are set forth in Chase’s Opposition to Plaintiff’s Motion for Summary Judgment and supporting declarations. Chase reserves the right to set forth a Statement of Additional Facts should the Court deem such a statement necessary.

DATED this 18th day of April, 2016.

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By s/ Kaley L. Fendall

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